

- e) to the extent associated with such a U.S. subscriber, user or account payer, any information possessed by Stratos relating to telephone numbers, Internet addresses, or similar identifying designators; the physical location of equipment if known and if different from the location information provided under (f) below; types of service; length of service; fees; and usage, including billing records; and
- f) to the extent permitted by U.S. laws, any information possessed by Stratos indicating as closely as possible the physical location to or from which a Domestic Communication is transmitted.
- 4.17 "United States" or "U.S." means the United States of America including all of its States, districts, territories, possessions, commonwealths, and the territorial and special maritime jurisdiction of the United States.
- 4.18 "U.S.-Licensed MET" means a MET covered by Stratos' *Applications for Blanket Licenses to Operate Mobile Earth Terminals with Non-U.S. Licensed Satellites*, File Nos. SES-LIC-20010221-00360; SES-LIC-20010221-00361; SES-LIC-20010221-00362; SES-LIC-20010221-00363, *Application for Blanket Authority to Operate Mobile Earth Terminals*, File No. SES-LIC-20000426-00630, or by any future Stratos Title III license granted to provide service to METs inside the United States.
- 4.19 "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).
- 4.20 Other Definitional Provisions: Other capitalized terms used in this Agreement and not defined in this Article IV shall have the meanings assigned them elsewhere in this Agreement. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as the feminine and neuter genders of such term. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

ARTICLE V: FREEDOM OF INFORMATION ACT

- 5.1 Protection from Disclosure: The DOJ and FBI shall take all reasonable measures to protect from public disclosure all information submitted by Stratos to the DOJ or FBI in connection with this Agreement and clearly marked with the legend "Confidential" or similar designation. Such markings shall signify that it is Stratos' position that the information so marked constitutes "trade secrets" and/or "commercial or financial information obtained from a person and privileged or confidential," or otherwise warrants protection within the meaning of 5 U.S.C. § 552(b)(4). If a request is made under 5 U.S.C. § 552(a)(3) for information so marked, and disclosure of any information (including disclosure in redacted form) is contemplated, the DOJ or FBI, as appropriate, shall notify Stratos of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If Stratos objects to the intended disclosure and its

objections are not sustained, the DOJ or FBI, as appropriate, shall notify Stratos of its intention to release (as provided by Section 5 of Executive Order 12600) not later than five (5) business days prior to disclosure of the challenged information.

- 5.2 Use of Information for U.S. Government Purposes: Nothing in this Agreement shall prevent the DOJ or the FBI from lawfully disseminating information as appropriate to seek enforcement of this Agreement, provided that the DOJ and FBI take all reasonable measures to protect from public disclosure the information marked as described in Section 5.1.

ARTICLE VI: DISPUTES

- 6.1 Informal Resolution: The Parties shall use their best efforts to resolve any disagreements that may arise under this Agreement. Disagreements shall be addressed, in the first instance, at the staff level by the Parties' designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to higher authorized officials, unless the DOJ or the FBI believe that important national interests can be protected, or Stratos believes that paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 6.2 below. If, after meeting with higher authorized officials, either party determines that further negotiations would be fruitless, then either party may resort to the remedies set forth in Section 6.2 below. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person possessing the appropriate security clearances.
- 6.2 Enforcement of Agreement: Subject to Section 6.1 of this Agreement, if any Party believes that any other Party has breached or is about to breach this Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Nothing in this Agreement shall limit or affect the right of a U.S. Government agency to:
- (i) seek revocation by the FCC of any license, permit, or other authorization granted or given by the FCC to Stratos, or seek any other action by the FCC regarding Stratos; or
 - (ii) seek civil sanctions for any violation by Stratos of any U.S. law or regulation or term of this Agreement; or
 - (iii) pursue criminal sanctions against Stratos, or any director, officer, employee, representative, or agent of Stratos, or against any other person or entity, for violations of the criminal laws of the United States.
- 6.3 Forum Selection: It is agreed by and between the Parties that a civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

- 6.4 Irreparable Injury: Stratos agrees that the United States would suffer irreparable injury if for any reason Stratos failed to perform any of its significant obligations under this Agreement, and that monetary relief would not be an adequate remedy. Accordingly, Stratos agrees that, in seeking to enforce this Agreement against Stratos, the FBI and DOJ shall be entitled, in addition to any other remedy available at law or equity, to specific performance and injunctive or other equitable relief.

ARTICLE VII: OTHER

- 7.1 Right to Make and Perform Agreement: The Parties represent that, to the best of their knowledge, they have and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform their obligations hereunder and that this Agreement is a legal, valid and binding obligation enforceable in accordance with its terms.
- 7.2 Waiver: The availability of any civil remedy under this Agreement shall not prejudice the exercise of any other civil remedy under this Agreement or under any provision of law, nor shall any action taken by a Party in the exercise of any remedy be considered a waiver by that Party of any other rights or remedies. The failure of any Party to insist on strict performance of any of the provisions of this Agreement, or to exercise any right they grant, shall not be construed as a relinquishment or future waiver, rather, the provision or right shall continue in full force. No waiver by any Party of any provision or right shall be valid unless it is in writing and signed by the Party.
- 7.3 Headings: The article and section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 7.4 Other Laws: Nothing in this Agreement is intended to limit or constitute a waiver of (i) any obligation imposed by any U.S. laws on the Parties or by U.S. state or local laws on Stratos, (ii) any enforcement authority available under any U.S. or state laws, (iii) the sovereign immunity of the United States, or (iv) any authority over Stratos' activities or facilities located outside the United States that the U.S. Government may possess. Nothing in this Agreement is intended to, or is to be interpreted to, require the Parties to violate any applicable U.S. law.
- 7.5 Statutory References: All references in this Agreement to statutory provisions shall include any future amendments to such statutory provisions.
- 7.6 Non-Parties: Nothing in this Agreement is intended to confer or does confer any rights or obligations on any Person other than the Parties and any other U.S. Governmental Authorities entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.

- 7.7 **Modification:** This Agreement and the Implementation Plan may only be modified by written agreement signed by all of the Parties. The DOJ and FBI agree to consider in good faith possible modifications to this Agreement if Stratos believes that the obligations imposed on it under this Agreement are substantially more restrictive than those imposed on other U.S. and foreign licensed service providers in like circumstances in order to protect U.S. national security, law enforcement, and public safety concerns. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties.
- 7.8 **Partial Invalidity:** If any portion of this Agreement is declared invalid by a U.S. court of competent jurisdiction, this Agreement shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the Parties' intent as reflected in this Agreement.
- 7.9 **Good Faith Negotiations:** The DOJ and the FBI agree to negotiate in good faith and promptly with respect to any request by Stratos for relief from application of specific provisions of this Agreement to future Stratos activities or services if those provisions become unduly burdensome to Stratos or adversely affect Stratos' competitive position. If the DOJ or the FBI find that the terms of this Agreement are inadequate to address national security concerns presented by an acquisition by Stratos in the United States after the date that all the Parties have executed this Agreement, Stratos shall negotiate in good faith to modify this Agreement to address those concerns.
- 7.10 **Successors and Assigns:** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.
- 7.11 **Control of Stratos:** If Stratos makes any filing with the FCC or any other governmental agency relating to the *de jure* or *de facto* control of Stratos, except for filing with the FCC for assignments or transfers of control to any U.S. subsidiary of Stratos that are *pro forma*, Stratos shall promptly provide to the FBI and DOJ written notice and copies of such filing.
- 7.12 **Notices:** All written communications or other written notices relating to this Agreement, such as a proposed modification, shall be deemed given: (i) when delivered personally; (ii) if by facsimile, upon transmission with confirmation of receipt by the receiving Party's facsimile terminal; (iii) if sent by documented overnight courier service, on the date delivered; or (iv) if sent by mail, five (5) business days after being mailed by registered or certified U.S. mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, or to such other representatives at such other addresses as the Parties may designate in accordance with this Section:

Department of Justice
Assistant Attorney General
Criminal Division
950 Pennsylvania Ave., N.W.
Washington, D.C. 20530

Federal Bureau of Investigation
Assistant Director
National Security Division
935 Pennsylvania Ave., N.W.
Washington, D.C. 20535

Federal Bureau of Investigation
Office of General Counsel
935 Pennsylvania Ave., N.W.
Washington, D.C. 20535

Stratos Mobile Networks (USA) LLC
Facilities Manager
5 Teleport Drive
Staten Island, NY 10311

with copy to:
Alfred M. Mamlet
Steptoe & Johnson, LLP
1330 Connecticut Ave., N.W.
Washington, D.C. 20036

This Agreement is executed on behalf of the Parties:

Federal Bureau of Investigation

Date: August 9, 2001
Printed Name: Larry R. Parkinson
Title: General Counsel

By:



MarineSat Communications Network, Inc. and Stratos Mobile Networks (USA) LLC

Date: August 7, 2001
Printed Name: Carmen Lloyd
Title: President

By:



United States Department of Justice

Date: 8/13/01 By: M. Ellen Warlow
Printed Name: Mary Ellen Warlow
Title: Acting Deputy Assistant Attorney General

Exhibit A**CONDITION TO FCC LICENSES**

IT IS FURTHER ORDERED, that the authorizations and licenses related thereto are subject to compliance with the provisions of the Agreement attached hereto between MarineSat Communications Network, Inc. and Stratos Mobile Networks (USA) LLC on the one hand, and the U.S. Department of Justice (the "DOJ") and the Federal Bureau of Investigation (the "FBI") on the other, dated August 7, 2001, which Agreement is designed to address national security, law enforcement and public safety issues of the DOJ and the FBI regarding the authority and licenses granted herein. Nothing in this Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c)(1) and the FCC's implementing regulations.

Exhibit B

Amended Implementation Plan (Confidential)

APPENDIX C

**Scope of Permitted Communications Between Stratos Global
and the CIP Entities and Inmarsat**

Excerpt from Letter from Alfred Mamlet, Counsel for Stratos Global Corporation, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 07-73 (dated September 18, 2007):

Question 4.

Trustee shall cause any director appointed or elected by it in accordance with this Agreement to execute and deliver to Trustee an agreement, in form and substance acceptable to Trustee, pursuant to which such director agrees that the director will not communicate with Bidco or Inmarsat or their respective officers, directors, employees, stockholders and Affiliates regarding the Company including the operations or management of Company; provided that any officer of the Company who is also a director may communicate with Inmarsat and its officers, employees and Affiliates regarding commercial matters in the ordinary course of business between the Company and Inmarsat and their respective Affiliates.

Please explain what you mean by communications in the “ordinary course of business” as the phrase is used in this section. What are the type of regular communications between satellite operator and major distributor to which you refer on page three of you September 6, *ex parte* filing?

Answer: The Trust Agreement contains two constraints on communications between Stratos or the Trustee, on the one hand, and CIP and Inmarsat, on the other hand. Sections 10 prohibits any communications between Inmarsat or CIP and the Trustee “regarding the operation or management” of Stratos. Section 4(b) goes a step further, and obligates the Trustee to cause the directors he appoints or elects to agree in writing not to communicate with CIP or Inmarsat regarding Stratos, including the “operations or management” of Stratos. The one exception to this prohibition is for an officer of Stratos who is also a director. That exception only applies to only one Stratos director, Jim Parm, who also is the Stratos CEO. This exception allows Mr. Parm to communicate with Inmarsat regarding “commercial matters in the ordinary course of business” between Inmarsat and Stratos. That exception was intended to allow Mr. Parm to continue his practice of communicating with one of Stratos’ major suppliers about normal commercial issues.

The term “ordinary course of business” means the normal commercial activities between Stratos and Inmarsat that they have regularly discussed for the last several years and would continue to discuss, regardless of the proposed transaction. Stratos is one of Inmarsat’s largest distributors and Inmarsat is one of Stratos’ largest suppliers. Accordingly, Stratos and Inmarsat personnel in many departments communicate regularly on a wide variety of matters including:

- **Network operations** – For the “Existing & Evolved” Inmarsat services, Inmarsat operates the satellite portion of the network that provides services to end-users while Stratos is one of the principal operators of the terrestrial portion of the network, with 4 land earth stations (“LESs”). For the “next generation” services like Broadband Global Network (“BGAN”), Inmarsat owns both satellites and the LESs (with operation of one of the LESs contracted out

to Stratos), and interconnects with Stratos, which provides value-added services to its customers. In addition, Stratos provides telemetry, tracking and control ("TT&C") services for the Inmarsat satellites. Operational personnel from Inmarsat and Stratos communicate on a broad range of issues such as operations of the satellite that impact the LES portion of the network, operation of the LESs that impact the satellite portion of the network, maintenance schedules, quality improvement, introduction of new services, customer support, operation of the "next generation" LES owned by Inmarsat and operated by Stratos, and TT&C.

- **Sales and Marketing** – The respective Inmarsat and Stratos sales and marketing departments work together to sell services. They promote the Stratos distribution of Inmarsat services by discussing a range of subjects such as marketing programs and initiatives, development and deployment of new services, joint marketing efforts and value-added issues.
- **Finance** – Since they have a major supplier-vendor relationship, Inmarsat and Stratos financial personnel deal with each other regularly on billing, accounting, financial reporting and related financial issues.
- **Legal and Regulatory** – Inmarsat and Stratos have a number of legal agreements governing their commercial relationships. Their respective legal departments discuss issues arising under existing contracts, as well as negotiate agreements for new services. Inmarsat and Stratos also cooperate on regulatory issues related to obtaining licenses for BGAN and other services in the U.S. and in dozens of other countries.

Inmarsat also discusses most of these same issues with its other major distributors. Stratos discusses most of these same issues with its other major suppliers of satellite services.

The "ordinary course of business" discussions between Stratos and Inmarsat occur in various departments and at different levels of seniority within these departments. The Stratos CEO engages personally in discussions with Inmarsat on the issues of greatest importance, often if they have not been resolved by others.